Co. Bank (18 Cal. App. 5, 121 Pac. 939), is as follows: 'Substantial damages are recoverable against a banker for dishonoring a check of a depositor where there is sufficient money in his hands at the time to meet it.'

"The great weight of American authority is clearly in accord with this rule. It is said in Ruling Case Law that, 'even where the depositor is unable to show any special loss or injury, the authorities seem to be almost universal to the effect that he is not limited to mere nominal damages,' and that the depositor 'is entitled to recover general compensatory damages.' It is indicated in the note to Lorick *v.* Palmetto Bank & Trust Co. (7 Ann. Cas. 818) that the American cases adhering to the common-law rule have followed the English case of Rolin *v.* Stewart (14 C. B. 595), and that the American cases announcing a contrary rule have followed the English case of Marsetti *v.* Williams (1 B. & Ad. 415). In that note the case of Rolin *v.* Steward (supra) is characterized as a leading case on that subject, and the fact is emphasized that Judge Campbell 'instructed the jury that they ought not to limit their verdict to nominal damages, but should give the plaintiffs such temperate damages as they should judge to be reasonable compensation for the injury which they must have sustained for the dishonor of their checks,' and that the case of Marzetti *v.* Williams 'can hardly be considered as an authority in point,' because the point at issue was not involved in that case. Concerning the later case it is said in the note that: 'The only question before the court was whether or not the defendant was entitled to a nonsuit because the action should have been brought in contract and not in tort. Beyond that point the statements are merely obiter.'

"The chief reasons assigned in support of the doctrine sustained by the great weight of authority, to the effect that a merchant or trader has a right to recover substantial damages for the wrongful refusal of a bank to honor his check when he has sufficient funds in the bank to pay it, is that: 'The wrongful act of the banker in refusing to honor the check imputes insolvency, dishonesty, or bad faith to the drawer of the check, and has the effect of slandering the trader in his business' (5 R. C. L. 549)."

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**Damages—Increase in Cost of Living as Affecting Damages for Personal Injuries.**—In Noyes *v.* Des Moines Club, 170 N. W. 461, 3 A. L. R. 605, the Supreme Court of Iowa held that the increase in the cost of living must be to some extent taken into consideration in determining whether verdict for personal injuries of a permanent nature is excessive.

The court said: "We are invited to make comparison of the verdict returned by the jury herein with verdicts held excessive in

numerous cases from other jurisdictions. We have examined a large number of the authorities cited, and some of them may not be in entire accord with the conclusion reached by us in this case; but conditions have changed greatly since many of the cited cases were decided. The immense increase in the cost of living and in all the necessities of life must be, to some extent, taken into consideration in determining whether the verdict was in fact excessive. It may be that plaintiff will entirely recover, and suffer little or no permanent impairment of his health, comfort, or earning capacity; but, under the evidence, the jury could have reasonably found otherwise. The question was peculiarly for the jury, and we do not feel that same should be interfered with by this court."

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**Fires—Failure of Railroad Company to Aid in Extinguishing Fire Set by Engine.**—In Ginter *v.* Pennsylvania R. Co., 262 Pa. St. 474, 105 Atl. 824, 3 A. L. R. 505, it was held that where fire started on land contiguous to railroad's coal branch, but not on its right of way, and not from any negligent operation of its trains, and extended to land beyond and set fire to timber, railroad was not bound to aid in extinguishing fire, and was not liable for negligence of crew in refusing to aid.

The court said: "We are, therefore, of the opinion that in the case at bar the defendant company cannot be held guilty of negligence because of the failure of its crew to leave their trains and engage in the work of extinguishing the fire started on lands adjoining its right of way. To enforce this measure of duty would be to impose too heavy a burden on the company and one that would seriously interfere with the rights, not only of the company, but of the public as well. The delay incident to the movement of trains would be intolerable. For another reason it is equally true that there can be no recovery by the plaintiffs in this case. The negligence alleged is the negligence of the train crew in not extinguishing the fire. This duty was not within the scope of employment of the train crew. They were employed for the purpose of operating the train and moving it from one destination to another. Their employment related wholly to the movement of the trains. Their duties were confined to this and to this alone. It could not be successfully alleged that the terms of their employment contemplated the performance of any such duties as that of extinguishing fires. It is a well-recognized principle of the law of negligence that an employer is not liable for any act or omission of the employee that is not within the scope of his employment. Guille *v.* Campbell, 200 Pa. 119, 49 Atl. 938, 86 Am. St. Rep. 705; Lake Shore & Michigan Southern Railway Co. *v.* Rosenzweig, 113 Pa. 519, 6 Atl. 545; Rudgeair *v.* Reading Traction Co., 180 Pa. 333, 36 Atl. 859."